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THE UNITED STATES DISTRICT COURT
IN AND FOR THE CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

HARMONY MEJIA,)	Case No. ED CV09-02157-AHM-MANx
)	
Plaintiff,)	
)	PROTECTIVE ORDER
v.)	
)	
WALGREEN CO.; and DOES 1 through 50,)	
inclusive,)	
)	
Defendants.)	
)	

The Court adopts, and enters as a Protective Order of this Court, the terms of the parties' Stipulation and Protective Order ("Stipulated Protective Order"), filed on March 30, 2010, except to the extent, as set forth below, that those terms have been modified by the Court's amendment of paragraph 7 of the Stipulated Protective Order.

The parties are expressly cautioned that the designation of any information, document or thing as Confidential does not, in and of itself, create any entitlement to file such information, document, or thing, in whole or in part, under seal. Accordingly, reference to this Protective Order or to the parties' designation of any information, document, or thing as Confidential is wholly insufficient to warrant a filing under seal.

There is a strong presumption that the public has a right of access to judicial proceedings and records in civil cases. In connection with non-dispositive motions, good cause must be

1 shown to support a filing under seal. The parties' mere designation of any information,
 2 document, or thing as Confidential does not – without the submission of **competent evidence**, in
 3 the form of a declaration or declarations, establishing that the material sought to be filed under
 4 seal qualifies as confidential, privileged, or otherwise protectible - constitute good cause.

5 Further, if sealing is requested in connection with a dispositive motion or trial, then
 6 compelling reasons, as opposed to good cause, for the sealing must be shown, and the relief
 7 sought shall be narrowly tailored to serve the specific interest to be protected. See *Pintos v.*
 8 *Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each type of information,
 9 document, or thing sought to be filed under seal in connection with a dispositive motion or trial,
 10 the party seeking protection must articulate compelling reasons, supported by specific facts and
 11 legal justification, for the requested sealing order. Again, **competent evidence** supporting the
 12 application to file documents under seal must be provided by declaration.

13 Any document that is not confidential, privileged, or otherwise protectible in its entirety
 14 will not be filed under seal if the confidential portions can be redacted. If documents can be
 15 redacted, then a redacted version for public viewing, omitting only the confidential, privileged,
 16 or otherwise protectible portions of the document, shall be filed. Any application that seeks to
 17 file documents under seal in their entirety should include an explanation of why redaction is not
 18 feasible.

19 20 TERMS OF PROTECTIVE ORDER

21 1. Any documents or information produced by a party in this action which are, in good faith,
 22 determined by the producing party to contain confidential or proprietary information, including
 23 financial information, medical information, trade secrets, personnel information, customer credit
 24 card information, third party witness contact information, or other similar confidential and
 25 commercially sensitive information of a non-public nature, may be designated by the producing
 26 party as "confidential," and so marked, by stamping each page of the document "Confidential."
 27 In the case of photographs, the reverse side of the photograph may be marked as "Confidential."
 28 In the case of CD-Rom materials, the container may be marked as "Confidential."

1 2. Where documents obtained from any source are used in discovery or depositions
2 as exhibits, either party may designate such documents "Confidential" by so stating on the record,
3 and designating the original exhibit as "Confidential" in writing on each page of the exhibit.

4 3. When used in this Order, the word "documents" means all written, recorded or
5 graphic matter whatsoever, however created and the medium on which it was produced or
6 reproduced, including, but not limited to, documents produced by any party, whether pursuant to
7 discovery rules, subpoena, or by agreement, and may also include deposition transcripts and
8 exhibits, and any portions of any court papers which quote from or summarize any of the
9 foregoing.

10 4. All confidential documents and all information contained therein, shall be used by
11 the party to whom the documents are disclosed solely for the prosecution and/or defense of this
12 action, and shall not be further disseminated, except as specifically set forth below.

13 5. Except with prior written consent of the party asserting confidential treatment,
14 confidential documents and the information contained therein may be disclosed only to counsel
15 who files an appearance for the party to whom the confidential disclosure has or is to be made,
16 and secretaries, paralegal assistants, and other employees of such counsel who are assisting
17 counsel in the prosecution and/or defense of this action. Counsel shall be responsible for ensuring
18 that his or her partners, associates and employees are informed of the terms of this Order and
19 agree to abide by them.

20 6. Counsel to whom confidential documents or information have been disclosed may
21 disclose the information to his or her client in this action, and to witnesses and outside consultants
22 and experts who assist in the prosecution and/or defense of this action, but only after the client,
23 witness, consultant or expert has read this Order and agrees in writing to be bound by it, as set
24 forth in **Exhibit A**. Upon Order of this Court, for good cause shown, these agreements shall be
25 available for inspection by counsel for the party producing the confidential documents.

26 7. Any party intending to file a document designated confidential with the Court shall
27 give the designating party reasonable notice of their intentions so that the designating party may
28

1 attempt to the seal the documents, if desired, in accordance with the provisions of Local Civil
2 Rule 79-5.

3 8. At the conclusion of the litigation or this action, or upon settlement or dismissal,
4 documents designated as confidential, and all copies of such documents (other than exhibits of
5 record), shall be returned to the party that produced such document.

6 9. Nothing in this Order shall prevent any party to this action from moving the Court
7 to remove the confidential designation from a particular document, from seeking modification of
8 this Order, from designating already-produced documents as confidential, or from objecting to
9 discovery which a party believes to be otherwise improper.

10 10. Nothing in this Order shall prevent or otherwise restrict any counsel from
11 rendering advice to his/her client and, in the course thereof, relying generally on his/her
12 examination of items designated as confidential.

13 11. Notwithstanding any of the foregoing provisions of this Protective Order, counsel
14 for the parties may disclose documents containing information (at deposition or otherwise) to the
15 persons who were the authors or addressees of the documents or who are shown or otherwise
16 demonstrated to have or to have received copies thereof or notice or knowledge of contents
17 thereof.

18 IT IS SO ORDERED.

19 Dated: August 9, 2010

Margaret A. Nagle

Honorable Margaret A. Nagle
United States Magistrate Judge

EXHIBIT A

**AGREEMENT OF CLIENT, EXPERT, CONSULTANT OR
DESIGNATED REPRESENTATIVE TO BE BOUND BY PROTECTIVE ORDER**

The undersigned, _____ [print or type name], a client, expert,
witness or designated representative of _____ [print
or type name of party or law firm], in connection with *Harmony Mejia v. Walgreen Co., et al.*,
U.S.D.C., Central District, Case No. CV09-02157-AHM-MANx, hereby acknowledges that
he/she has received a copy of the Protective Order entered in this action, and has read it and
agrees to be bound by all of the provisions thereof.

Dated: _____

SIGNATURE